

# EXHIBIT 5

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

DARIN BRISKMAN,

Plaintiff,

v.

AMAZON.COM SERVICES, LLC;  
AMAZON.COM SERVICES, INC.;  
JOHN FREDERIKSEN; and DANIEL  
NEAULT,

Defendants.

Case No. \_\_\_\_\_

COMPLAINT

1. Religious Discrimination/Religious Leave  
ORS 659A.030(1)(a-b)/659A.033
2. Age Discrimination ORS 659A.030(1)(a-b)
3. Retaliation for Reporting Unlawful Conduct  
ORS 659A.199
4. Retaliation ORS 659A.030(1)(f)
5. Aiding, Abetting or Inciting ORS  
659A.030(1)(g)
6. Oregon Sick Leave Act Interference ORS  
653.601 *et seq*
7. Wrongful Discharge

[Prayer: \$950,000]

Fee Authority: Ch. 595, Sec. 15(1)(c)

**NOT SUBJECT TO MANDATORY  
ARBITRATION**

Plaintiff Darin Briskman was employed by Amazon.com Services, Inc., the predecessor entity of Amazon.com Services, LLC from on or about June 27, 2016, until the date of his unlawful termination on November 15, 2019, and for his Complaint alleges as follows:

**JURISDICTION, VENUE AND PARTIES**

1.

Defendant Amazon.com Services, LLC is a limited liability company created under the laws of the State of Delaware that is registered and licensed to conduct business in Oregon. Amazon.com

1 Services, Inc. was a corporation created under the laws of the State of Delaware that is registered  
2 and licensed to conduct business in Oregon. Amazon.com Services, Inc. employed Plaintiff and  
3 Amazon.com Services, LLC is the successor in interest to Amazon.com Services, Inc.  
4 Amazon.com Services, Inc. and Amazon.com Services, LLC are collectively referred to as  
5 (“AMAZON”). At all material times, AMAZON conducted regular and sustained business  
6 activities in Multnomah County.  
7

8 2.

9 Defendant John Frederiksen (“FREDERIKSEN”) was at all material times an authorized agent of  
10 and/or employed by AMAZON and was in substantial part acting within the course and scope of  
11 such agency and employment, unless otherwise specifically alleged in the alternative. At all  
12 material times, FREDERIKSEN was a Senior Manager at AMAZON and held direct supervisory  
13 authority over Plaintiff.  
14

15 3.

16 Defendant Daniel Neault (“NEAULT”) was at all material times an authorized agent of and/or  
17 employed by AMAZON and was in substantial part acting within the course and scope of such  
18 agency and/or employment, unless otherwise specifically alleged in the alternative. At all  
19 material times, NEAULT was an Executive Director of Databases, Analytics & Machine  
20 Learning at AMAZON and held supervisory authority over Plaintiff.  
21

22 4.

23 At all material times, Defendant AMAZON employed 50 or more employees in the State of  
24 Oregon.  
25

26 ///

**STATEMENT OF FACTS**

5.

On or about June 24, 2016, Plaintiff accepted employment with AMAZON as a Developer Evangelist, AWS with a starting base salary of \$155,000 per annum plus benefits.

6.

On or about June 27, 2016, Plaintiff began working for AMAZON.

7.

Over the next three years, Plaintiff worked with customers teaching them how to use AMAZON products and services. Plaintiff had to travel a lot in his position to personally meet with customers. Plaintiff enjoyed his job and liked working with customers.

8.

Plaintiff performed his job well and mostly received positive feedback from his managers and especially from customers.

9.

In or about April 2019, Plaintiff received a performance review primarily completed by his manager at the time Jimmy Shah.

10.

Plaintiff generally received positive feedback on his work performance and was rated overall as highly valued by AMAZON. By this point, Plaintiff was already making the maximum base salary for his position.

11.

In or about May 2019, Plaintiff was moved from Jimmy Shah's team to Andrew Holdsworth's

1 team and Holdsworth became Plaintiff's direct supervisor.

2 12.

3 On or about August 12, 2019, Plaintiff met with NEAULT, FREDERIKSEN, Holdsworth, and  
4 Damien Lindauer to discuss a couple of projects that Plaintiff was working on.  
5

6 13.

7 At the meeting, NEAULT decided to put FREDERIKSEN in charge of running the projects and  
8 changed Plaintiff's direct supervisor to FREDERIKSEN. FREDERIKSEN was a fairly recent  
9 hire at AMAZON and Plaintiff had not had the opportunity to work with him much as of yet.  
10

11 14.

12 On or about August 14, 2019, Plaintiff gave a presentation at a meeting in Seattle. After the  
13 presentation, FREDERIKSEN approached Plaintiff and told him that Plaintiff was "one of the  
14 best in front of customers [he had] ever seen".  
15

16 15.

17 However, FREDERIKSEN's tone suddenly became menacing as he told Plaintiff that he had  
18 received feedback on Plaintiff from the team and had concluded that Plaintiff was a "liar" and  
19 that no one wanted to work with him.  
20

21 16.

22 Plaintiff was shocked by the attack on his character because he had received generally positive  
23 feedback in his prior years working at AMAZON and had not been formally disciplined. Plaintiff  
24 told FREDERIKSEN that he had never received such feedback before and asked  
25 FREDERIKSEN what he could do to prove himself to FREDERIKSEN.  
26

///

1 17.

2 FREDERIKSEN ominously responded that in his experience “older workers” such as Plaintiff  
3 were unable to change their habits, and that he did not think that Plaintiff would be able to  
4 change.  
5

6 18.

7 Plaintiff was taken-aback by FREDERIKSEN’s comment about his age and not being able to  
8 change, but asked FREDERIKSEN what he would like Plaintiff to do next. FREDERIKSEN told  
9 Plaintiff to take only a limited role in one of the projects they were working on at the time.  
10 Plaintiff left the meeting concerned about his future at AMAZON.  
11

12 19.

13 Approximately one day later, Plaintiff called AMAZON’s human resource hotline to report  
14 FREDERIKSEN’s age discrimination towards him to the company. Plaintiff was really disturbed  
15 that FREDERIKSEN had appeared to have written Plaintiff off as a lost cause due to his age.  
16

17 20.

18 Plaintiff reported FREDERIKSEN’s age discrimination to AMAZON human resources. Human  
19 resources told Plaintiff that an investigation would be opened into his complaint and that  
20 someone would get back to him.

21 21.

22 In or about early September 2019, Plaintiff was informed by NEAULT and FREDERIKSEN that  
23 Plaintiff was being removed from a project he had been working on and that someone else would  
24 be taking over. Plaintiff received no real explanation for the change.  
25

26 ///

1 22.

2 Plaintiff is informed and believes that around this time NEAULT and/or FREDERIKSEN  
3 became aware that another AMAZON supervisor had expressed an interest in having Plaintiff  
4 transfer to his team.  
5

6 23.

7 On or about September 11, 2019, FREDERIKSEN and Alejandra Anaya, a Senior Human  
8 Resources Business Partner, told Plaintiff that he was being placed on a performance  
9 improvement plan. Plaintiff was offered the alternative option of resigning and was offered  
10 \$35,776 in severance if he signed a general release of all claims against AMAZON.  
11

12 24.

13 However, if Plaintiff decided to continue working at AMAZON and did not successfully  
14 complete the improvement plan, then he could resign at that point but would only be offered  
15 \$12,228 in exchange for a general release of all claims against AMAZON, or he could appeal the  
16 determination.  
17

18 25.

19 Plaintiff was further informed that if he decided to appeal the determination that he did not  
20 successfully complete the performance improvement plan and was not successful, then he would  
21 only be offered \$6,119 in exchange for a general release of all claims against AMAZON.  
22

23 26.

24 AMAZON's increasingly punitive severance payout scheme was designed to deter Plaintiff from  
25 challenging what he believed to be age discrimination and retaliation. Plaintiff believed that  
26 AMAZON wanted him to quit. NEAULT had approved this retaliatory scheme. Plaintiff refused

1 to resign and opted for the improvement plan because he wanted to continue working at  
2 AMAZON.

3  
4 27.

5 After reviewing the improvement plan, Plaintiff complained to FREDERIKSEN and Anaya that  
6 the improvement plan was too vague and could not be completed in thirty days. Plaintiff  
7 informed FREDERIKSEN and Anaya that four of the days during the improvement plan time  
8 period were Jewish holidays that he normally took off from work. Plaintiff also had a pre-  
9 planned annual vacation scheduled for November that he had requested off approximately a year  
10 in advance.

11  
12 28.

13 FREDERIKSEN was not sympathetic and smugly told Plaintiff that he had to decide what was  
14 important.

15  
16 29.

17 When the meeting concluded, Plaintiff was even more concerned that AMAZON was attempting  
18 to force him out of his job.

19  
20 30.

21 On or about September 17, 2019, Plaintiff received a revised improvement plan, but it was  
22 almost as vague, onerous, and impossible to complete as the original one. Although Plaintiff  
23 thought it would be daunting to complete, Plaintiff was somewhat more optimistic about the  
24 revised improvement plan. Plaintiff was expected to complete the plan by October 16, 2019.

25  
26 31.

Plaintiff remained concerned that he was being set up to fail the improvement plan because the



1 tasks he was being required to complete were not in line with his core job responsibilities.  
 2 Plaintiff subsequently spoke with FREDERIKSEN about his concerns but FREDERIKSEN  
 3 deterred Plaintiff from further opposing his discriminatory and retaliatory improvement plan by  
 4 threatening that further complaints about the plan would be grounds for termination.  
 5

6 32.

7 Plaintiff did his best to complete the improvement plan in the time period allotted. During the  
 8 thirty-day time period that Plaintiff had to complete the improvement plan, he became very sick.  
 9 Plaintiff utilized four (4) days of protected sick leave to recover.  
 10

11 33.

12 When Plaintiff returned to work, AMAZON only added two (2) days to the 30-day time period  
 13 he was allotted to complete the improvement plan. By not extending the time period to complete  
 14 the plan by the same amount of time Plaintiff was off on protected sick leave, AMAZON  
 15 violated Plaintiff's rights under the Oregon Sick Leave Act.  
 16

17 34.

18 Plaintiff also took religious leave for four days during the 30-day time period to observe Rosh  
 19 Hashanah and Yom Kippur. By not extending Plaintiff's improvement plan by the amount of  
 20 time Plaintiff took off as a religious accommodation, AMAZON also subjected Plaintiff to  
 21 religious discrimination and violated religious accommodation laws.  
 22

23 35.

24 Plaintiff is informed and believes that AMAZON's practice is to pause and extend performance  
 25 improvement plans for employees that take leave during the plan period. However, AMAZON  
 26 does not extend improvement plans for employees that take leave as an accommodation for their

1 religious practices or observances. AMAZON treats employees that take religious leave less  
2 favorably than employees that take leave for non-religious purposes.

3 36.

4 On or about October 18, 2019, Plaintiff spoke with FREDERIKSEN and NEAULT about the  
5 improvement plan. FREDERIKSEN and NEAULT told Plaintiff that they had marked the  
6 improvement plan “not completed” and that Plaintiff could either appeal or resign. Plaintiff  
7 protested that his treatment during the improvement plan period was not in line with company  
8 values or business practices, to no avail.

9 37.

10 Sometime thereafter, Plaintiff received a copy of his managers’ assessment that he did not  
11 complete the improvement plan. In FREDERIKSEN’s explanation for why Plaintiff had not  
12 successfully completed one of the categories set forth in the improvement plan, FREDERIKSEN  
13 specifically referenced that Plaintiff had been out sick for part of the time, and admitted that the  
14 30-day time period to complete the improvement plan was extended for less time than Plaintiff  
15 had taken off from work as sick leave. Plaintiff is informed and believes that AMAZON violated  
16 its own leave policy by not extending Plaintiff’s time to complete the performance improvement  
17 plan by that same amount of time he was on sick leave. FREDERIKSEN also acknowledged that  
18 Plaintiff tried to complete the task in the last week of the 30-day time period, but that he wasn’t  
19 able to complete it. ANAYA approved FREDERIKSEN’s assessment.

20 38.

21 Thereafter, Plaintiff was stripped of most of his job functions while he appealed FREDERIKSEN  
22 and NEAULT’s determination that he had not successfully completed the improvement plan.

1 39.

2 On or about October 30, 2019, Plaintiff contacted AMAZON human resources to inquire about  
3 the status of his age discrimination complaint since he had not heard back from anyone and no  
4 one had bothered to interview him about his complaint. Plaintiff was told that human resources  
5 had no information regarding the investigation that they could share with him and told Plaintiff  
6 he could call the third-party ethics hotline utilized by AMAZON.  
7

8 40.

9 Thereafter, Plaintiff called the ethics hotline to complain that he had been discriminated against  
10 because of his age, and was being retaliated against for complaining about it by being placed on  
11 an improvement plan that was not possible to complete in the time he was allotted. Plaintiff was  
12 told that an investigation would be conducted and was given a claim number.  
13

14 41.

15 On or about November 8, 2019, Plaintiff attended his appeal hearing and told the panel that his  
16 improvement plan was not feasible to complete in the time allotted. Plaintiff was not permitted to  
17 explain the circumstances of his improvement plan with the panel. Plaintiff also told the panel  
18 that four of the days during the thirty-day time period were Jewish holidays. The panel asked  
19 Plaintiff if his managers were aware of his religion and Plaintiff confirmed that they were aware.  
20

21 42.

22 The same day, Plaintiff was informed that his appeal was denied, but no one would tell Plaintiff  
23 the reasons his appeal had been denied.  
24

25 43.

26 On or about November 11, 2019, Plaintiff spoke with FREDERIKSEN and ANAYA. Plaintiff

1 was told that he had until December 3, 2019 to sign a severance agreement containing a general  
2 release of all claims against AMAZON in exchange a nominal sum.

3 44.

4 By refusing to grant Plaintiff any additional days to complete the tasks he was assigned in his  
5 improvement plan, AMAZON treated Plaintiff's use of what should have been protected sick  
6 leave and protected religious observances as negative factors in assessing Plaintiff's performance  
7 under the plan. AMAZON's refusal to provide Plaintiff with the same number of additional days  
8 to complete the tasks he had been assigned prevented Plaintiff from having any possibility of  
9 successfully completing the plan. As a result, Plaintiff was unlawfully deprived of approximately  
10 \$180,000 in stock compensation that would have become vested if Plaintiff had remained  
11 employed at AMAZON for another few weeks.  
12

13 45.

14 On or about November 12, 2019, Plaintiff received a formal termination letter from AMAZON  
15 human resources informing Plaintiff that his employment was being terminated as of  
16 November 15, 2019.  
17

18 46.

19 On or about November 13, 2019, Plaintiff sent an email to FREDERIKSEN asking for an  
20 explanation for his termination. Plaintiff asked FREDERIKSEN if his comment about Plaintiff  
21 being unable to change because of his age was the real reason for his termination.  
22 FREDERIKSEN did not deny it because he never responded.  
23

24 47.

25 On or about November 14, 2019, Plaintiff spoke with Anaya about his termination and the  
26

1 severance and release agreement. During the call, Anaya admitted that she had been placed in  
 2 charge of the human resources investigation into his age discrimination complaint regarding  
 3 FREDERIKSEN. Plaintiff also complained to Anaya that he was retaliated against for making  
 4 the age discrimination complaint about FREDERIKSEN by being placed on an improvement  
 5 plan not long afterwards. Anaya had no response to Plaintiff's claim of retaliation and quickly  
 6 ended the call.  
 7

8 48.

9 On November 15, 2019, Plaintiff's employment with AMAZON officially came to an end.  
 10 Plaintiff was very upset and humiliated by the discriminatory treatment he was subjected to at  
 11 AMAZON and therefore refused to sign the severance and release agreement giving up all his  
 12 rights against AMAZON.  
 13

14 49.

15 On November 18, 2019, Plaintiff received an email from Anaya informing him that the result of  
 16 her investigation into his complaint had been completed and that she had determined his  
 17 concerns were not substantiated.  
 18

19 50.

20 Plaintiff filed a timely claim with BOLI and is timely filing this complaint within 90-days from  
 21 the date of the issued Notice of Right-to-Sue Letter issued by that agency.  
 22

23 51.

24 Further, the statute of limitations for the claims in this matter are subject to the extension  
 25 provisions of *Oregon House Bill 4212*, *Oregon Executive Order No. 20-03*, *Oregon Executive*  
 26 *Order No. 20-30*, *Oregon Executive Order 20-38*, and *Oregon Executive Order 20-59*.

**DAMAGES**

52.

As a direct and proximate result of Defendants' actions, Plaintiff has suffered noneconomic damages, including normal "garden variety" emotional distress such that a reasonable person in his position would experience under the same circumstances, humiliation, worry, and anxiety, and requests an award of compensatory damages in an amount to be determined by a jury at the time of trial, and not to exceed \$500,000.

53.

As a direct and proximate result of Defendants' actions, Plaintiff has also suffered and continues to suffer economic damages, including, loss of earnings, lost stock options, loss of benefits, loss of job opportunities and other employment benefits which likely continue to accrue in an amount to be determined at the time of trial and estimated not to exceed \$450,000, together with interest and the amount necessary to offset the income tax consequences of the award pursuant to ORS 659A.885(1) and/or (3) and/or as special damages under common law.

54.

Plaintiff also seeks equitable relief including reinstatement to Plaintiff's former position, if feasible, and a permanent injunction enjoining Defendants from engaging in any employment practice which discriminates on the basis as alleged in this Complaint.

55.

Plaintiff places Defendants on notice of Plaintiff's intent to move the Court to amend this Complaint to seek punitive damages and to seek discovery of all relevant financial documents from Defendants.

1 56.

2 Plaintiff also seeks reasonable attorney's fees and costs in an amount to be proven at trial  
3 pursuant to ORS 659A.885(1) and/or ORS 20.107 or as otherwise allowed by law.  
4

5 **FIRST CLAIM FOR RELIEF**

6 Discrimination based on Religion/Religious Leave ORS 659A.030(1)(a-b)/ORS 659A.033  
(Against Defendants AMAZON)

7 57.

8 Plaintiff restates and incorporates by reference paragraphs 1-51, inclusive.

9 58.

10 At all material times, Plaintiff held a bona fide religious belief and practices the Jewish faith.  
11

12 59.

13 At all material times, AMAZON was aware that Plaintiff was practicing his religion, including  
14 taking time off to commemorate holy days.

15 60.

16 Defendants AMAZON, acting through their agents and/or employees, subjected Plaintiff to  
17 religious discrimination in that Plaintiff's religion was a motivating or substantial factor in the  
18 following adverse employment actions: (1) Plaintiff was treated differently than similarly  
19 situated workers by Defendants with respect to leave and a motivating factor in this decision was  
20 Plaintiff's religion and/or religious practice; and (2) Plaintiff's religion, religious practice, and/or  
21 requests for time off for religious observances was a motivating or substantial factor in  
22 Defendants' decision to discipline and discharge Plaintiff.  
23

24 61.

25 By engaging in the conduct described above, Defendants AMAZON violated *Oregon Revised*  
26

1 *Statute* 659A.030(1)(a-b) and adversely affected the terms and conditions of Plaintiff's  
2 employment, causing Plaintiff to suffer damages.

3 62.

4 Plaintiff requests an award of damages, equitable relief, costs, and attorney's fees as alleged in  
5 paragraphs 52-56, inclusive, *supra*.

6  
7 **SECOND CLAIM FOR RELIEF**

8 Age Discrimination ORS 659A.030(1)(a-b)  
9 (Against Defendants AMAZON)

10 63.

11 Plaintiff restates and incorporates by reference paragraphs 1-51, inclusive.

12 64.

13 Defendants AMAZON, acting through their agents and/or employees, subjected Plaintiff to age  
14 discrimination in that Plaintiff's age was a motivating or substantial factor in the following  
15 adverse employment actions: (1) Plaintiff was treated differently than similarly situated workers  
16 by Defendants on account of his age; and (2) Defendants disciplined and discharged Plaintiff in  
17 substantial part because of his age.

18 65.

19 By engaging in the conduct described above, Defendants AMAZON violated *Oregon Revised*  
20 *Statute* 659A.030(1)(a-b) and adversely affected the terms and conditions of Plaintiff's  
21 employment, causing Plaintiff to suffer damages.

22 66.

23 Plaintiff requests an award of damages, equitable relief, costs, and attorney's fees as alleged in  
24 paragraphs 52-56, inclusive, *supra*.



**THIRD CLAIM FOR RELIEF**

Retaliation for Reporting Unlawful Conduct– ORS 659A.199  
(Against Defendants AMAZON)

67.

Plaintiff restates and incorporates by reference paragraphs 1-51, inclusive.

68.

In perpetrating the actions described in the above paragraphs, Defendants AMAZON, acting through their agents and/or employees, violated many civil and regulatory statutes and subjected Plaintiff to retaliation, and discrimination for reporting and opposing its illegal conduct.

Defendants' actions were illegal in nature, including, but limited to, violation of one or more of the following laws relating to Defendants' conduct: ORS 659A.030 *et seq.* (anti-discrimination/retaliation in employment statutes regarding age discrimination); ORS 659A.033 (religious leave discrimination).

69.

Defendants' retaliation against Plaintiff for reporting illegal activity was in violation of ORS 659A.199 and was a substantial factor in Defendants' decision to terminate Plaintiff's employment and its refusal to reverse his termination.

70.

Plaintiff requests an award of damages, equitable relief, costs, and attorney's fees as alleged in paragraphs 52-56, inclusive, *supra*.

**FOURTH CLAIM FOR RELIEF**

Retaliation– ORS 659A.030(1)(f)  
(Against All Defendants)

71.

Plaintiff restates and incorporates by reference paragraphs 1-51, inclusive.

72.

Plaintiff engaged in protected activity when Plaintiff opposed and complained about what he believed in good faith were Defendants' unlawful employment practices, as described above.

73.

Defendants, acting through their agents/employees and/or individually, retaliated against Plaintiff by taking adverse employment actions against Plaintiff, including causing the discharge of Plaintiff, as set forth in detail above, because of Plaintiff's complaints and/or oppositional conduct.

74.

In perpetrating the actions described in the above paragraphs, Defendants violated ORS 659A.030(1)(f) by retaliating against Plaintiff, causing Plaintiff to suffer damages.

75.

Plaintiff requests an award of damages, equitable relief, costs, and attorney's fees as alleged in paragraphs 52-56, inclusive, supra.

**FIFTH CLAIM FOR RELIEF**

Aiding, Abetting or Inciting – ORS 659A.030(1)(g)  
(Against Defendants FREDERIKSEN; and NEAULT)

76.

Plaintiff restates and incorporates by reference paragraphs 1-51, inclusive.

77.

As set forth in detail above, Defendants FREDERIKSEN and NEAULT aided, abetted and/or incited unlawful discrimination and retaliation against Plaintiff by each other and AMAZON.

78.

Defendants FREDERIKSEN and NEAULT helped, assisted, and/or facilitated the commission

1 by Defendants AMAZON and each other of unlawful discrimination and retaliation against  
 2 Plaintiff resulting in his unlawful termination by Defendants AMAZON. Defendants did so  
 3 while intending to cause Plaintiff harm.

4 79.

5 Defendants FREDERIKSEN and NEAULT also helped advance and/or bring about and/or  
 6 encouraged, and/or counseled and/or incited unlawful discrimination and retaliation against  
 7 Plaintiff by Defendants AMAZON and each other resulting in his unlawful termination by  
 8 Defendant AMAZON. Defendants did so while intending to cause Plaintiff harm.

9 80.

10 Defendants FREDERIKSEN and NEAULT violated Oregon Revised Statute 659A.030(1)(g) by  
 11 aiding, abetting and/or inciting unlawful employment practices against Plaintiff by Defendants  
 12 AMAZON and each other, causing Plaintiff damages.

13 81.

14 Defendants FREDERIKSEN and NEAULT violated Oregon Revised Statute 659A.030(1)(g) by  
 15 aiding, abetting and/or inciting unlawful discrimination and retaliation, causing Plaintiff to suffer  
 16 damages.

17 82.

18 Plaintiff requests an award of damages, equitable relief, costs, and attorney's fees as alleged in  
 19 paragraphs 52-56, inclusive, *supra*.

20  
 21 **SIXTH CLAIM FOR RELIEF**

22 (Oregon Sick Leave Interference, Discrimination, and Retaliation ORS 653.601 *et seq.*)  
 23 (Against Defendants AMAZON)

24 83.

25 Plaintiff restates and incorporates by reference paragraphs 1-51, inclusive.

1 84.

2 Plaintiff inquired about using sick time, submitted a request for sick time, and/or otherwise  
3 invoked his rights protected by the Oregon Sick Time Act (ORS 653.601 to ORS 653.661).

4 Defendants knew or reasonably should have known that Plaintiff's requests for sick leave were  
5 covered and/or potentially covered by the Act.  
6

7 85.

8 At all relevant times, Plaintiff is informed and believes that Defendants employed ten (10) or  
9 more persons in the State of Oregon.

10 86.

11 At all material times, Plaintiff suffered from a sick leave qualifying medical condition pursuant  
12 to ORS 653.616(1), as described above.  
13

14 87.

15 Defendants engaged in unlawful employment practices when they discriminated and retaliated  
16 against Plaintiff in violation of ORS 653.641(2) for inquiring about and/or invoking his rights  
17 under the Act and/or utilizing and/or attempting to utilize sick leave protected by the Act, by  
18 taking adverse employment actions against Plaintiff, including, but not limited to, failing to  
19 properly award and track protected sick leave, taking into account time that should have been  
20 protected sick leave in assessing Plaintiff's job performance, and using Plaintiff's invocation of  
21 his rights under the Act and/or use of protected sick leave and/or attempts to use protected sick  
22 leave as a negative factor in the decision discipline and/or to discharge Plaintiff in violation of  
23 ORS 653.641(3).  
24

25 ///  
26

1 88.

2 Plaintiff requests an award of damages, equitable relief, costs, and attorney's fees as alleged in  
3 paragraphs 52, 54, and 56, supra.

4 **SEVENTH CLAIM FOR RELIEF**  
5 (Wrongful Discharge)  
6 (Against Defendants AMAZON)

7 89.

8 Plaintiff restates and incorporates by reference paragraphs 1-51, inclusive.

9 90.

10 At all material times, the public policy of the State of Oregon to prohibit an employer from  
11 retaliating or in any way discriminating against an employee with respect to any term or  
12 condition of employment because the employee has inquired about the provisions of ORS  
13 653.601 to 653.661, submitted a request for sick time, or invoked any provision of ORS 653.601  
14 to 653.661. This public policy is embodied in the common law, statutes, and regulations of the  
15 State of Oregon protecting the public and employees including, but not limited to: ORS 653.641.

16 91.

17 Defendants AMAZON, through their agents and/or employees, violated the above public policies  
18 by discriminating and retaliating against Plaintiff substantially resulting in his discharge after he  
19 inquired about and/or invoked his right to and/or requested and/or utilized protected sick leave.  
20

21 The discharge was unlawful and in violation of the public policy of the State of Oregon.  
22

23 92.

24 Defendants' discharge of Plaintiff was in retaliation for Plaintiff's pursuit and exercise of  
25 Plaintiff's rights as an employee to be free from retaliation for taking sick leave, which rights are  
26

of important public interest.

93.

Plaintiff requests an award of damages, equitable relief, and costs, as alleged in paragraphs 52-56, inclusive, supra.

**JURY TRIAL DEMAND**

Plaintiff demands a jury trial on all claims and issues to the extent allowed under the law.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff requests the following judgments and relief according to proof:

1. Economic damages, as alleged;
2. Non-economic damages, as alleged;
3. Reasonable costs and attorney's fees per statute, as alleged;
4. Reinstatement, if feasible, and a permanent injunction enjoining Defendants from engaging in any unlawful employment practices on the bases alleged herein;
5. For prejudgment and post-judgment interest as appropriate and allowed by law;
6. On all claims, amounts necessary to offset the income tax consequences of receiving a lump sum payment, rather than receiving payment of wages over the time;
7. Upon motion, punitive damages, as alleged; and
8. All such other relief as this Court may deem proper.

Dated: December 18, 2020.

**Unlawful Termination Lawyers, LLC**

s/Daniel K. Le Roux

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